— order EUIPO to pay the costs.

Pleas in law and main arguments

In support of the action, the applicant relies on three pleas in law.

1. First plea in law, alleging failure to comply with procedure. The applicant claims, first, that, in the event of difficulties between the CdT and its clients, Article 11 of the founding regulation of the CdT is applicable, and secondly, that EUIPO's decision of 26 April 2018 claiming the right to implement all the preliminary measures necessary to ensure the continuity of provision of the translation services which it requires infringes Article 11 of that founding regulation by failing to comply with the mediation procedure provide for by that article in the event of difficulties between the two agencies concerned.

2. Second plea in law, alleging lack of foresight on the part of EUIPO. In that regard, the applicant claims that:

   — first, the situation that EUIPO has created as a result of the actions complained of infringes Article 148 of the founding regulation of EUIPO and Article 2 of the Founding Regulation of the CdT, in that it could lead to the absence of a valid arrangement as of 1 January 2019;

   — secondly, Article 2 of the founding regulation of the CdT lists the different types of clients of the CdT and Article 2(1) expressly names seven agencies, bodies and offices, including EUIPO, for which the CdT is to provide the translation services necessary for their operation. In addition, Article 2(3) states that institutions and bodies which have their own translation service may, on a voluntary basis, make use of the CdT's services;

   — thirdly, it follows from a combined reading of Articles 2(1) and 2(3) of the founding regulation of the CdT that the agencies listed in Article 2(1) are not entitled to decide, on a voluntary basis, whether or not to make use of the CdT's services, and consequently may decide to terminate an arrangement concluded with the CdT only where another such arrangement is subsequently to enter into force.

3. Third plea in law, alleging lack of competence on the part of EUIPO to issue a call for tenders for translation services. Without prejudging the results of the evaluation of the call for tenders in question, the applicant notes that, on account of its decision to issue that call for tenders, EUIPO has created a situation in which it cannot comply with Articles 148 and 2 of the founding regulations of EUIPO and of the CdT respectively. Lastly, the applicant submits that, in the present case, the signing of contracts and the purchase of translation services would constitute a manifest infringement of the aforementioned Article 148 and, consequently, more specifically, EUIPO is not lawfully entitled to complete the process initiated by the call for tenders, which would involve the signing of contracts.

Action brought on 10 July 2018 — JPMorgan Chase and Others v Commission

(Case T-420/18)

(2018/C 341/30)

Language of the case: English

Parties

Applicants: JPMorgan Chase & Co. (New York, New York, United States), JPMorgan Chase Bank, National Association (Columbus, Ohio, United States), J.P. Morgan Services LLP (London, United Kingdom) (represented by: M. Lester QC, D. Piccinin and D. Heaton, Barristers, N. French, B. Tormey, N. Frey and D. Das, Solicitors)

Defendant: European Commission

Form of order sought

The applicants claim that the Court should:

— annul the contested decision in its entirety, with the consequence that no version of the infringement decision can be published until the General Court has decided the infringement annulment application;

— alternatively, partially annul the contested decision, upholding the redactions that the European Commission rejected as set out in pleas 2 to 4; and

— order the Commission to bear the applicants costs.

Pleas in law and main arguments

The applicants seek the annulment of Commission Decision C(2018) 2745 final of 27 April 2018 on objections to the disclosure of information by publication submitted by the applicants pursuant to Article 8 of Decision 2011/695/EU of the President of the European Commission of 13 October 2011 (OJ 2011 L 275, p. 29) on the function and terms of reference of the hearing officer in certain competition proceedings (Case AT.39914 — Euro Interest Rate Derivatives (EIRD).

In support of the action, the applicants rely on four pleas in law.

1. First plea in law, alleging that the Commission infringed the principle of the presumption of innocence by rejecting the applicants' request that the publication of any non-confidential version of the decision of 7 December 2016 ('the Infringement Decision') ([1]) should be delayed pending the determination of the applicants' application to the General Court to annul the Infringement Decision. The Infringement Decision would have been taken itself in breach of the presumption of innocence, as the judgment of 10 November 2017, *Icap and Others* v *Commission* (T-180/15, EU:T:2017:795, paragraphs 253 to 269), establishes. Accordingly, the applicants would be in the same position as a non-addressee: they would not enjoy all the usual guarantees accorded for the exercise of the rights of defence in the normal course of proceedings resulting in a decision on the merits of the case. The applicants claim that this would prevent any publication of the Infringement Decision until the General Court has completed a review of the Commission's findings.

2. Second plea in law, alleging that the Commission, through the hearing officer, acted beyond its powers under Article 8 (2) of Decision 2011/695/EU ('the Terms of Reference of the Hearing Officer') ([2]) in purporting to overrule a decision by DG Competition not to publish part of the Infringement Decision (and in relying upon that unlawful decision to decline to prevent publication of analogous parts of the Infringement Decision). The Commission, acting via the hearing officer, would lack the power to do so (see judgement of 15 July 2015, *Pilkington Group* v *Commission*, T-462/12, EU:T:2015:508, paragraph 31).

3. Third plea in law, alleging that the Commission erred in assessing the applicants' claims under Article 8(2) of the Terms of Reference of the Hearing Officer and thereby failed to respect professional secrecy as required under that provision, Article 339 TFEU and Article 28 of Council Regulation (EC) No 1/2003. ([3]) The Commission would have erred in finding that the contested material did not meet the test for information covered by the obligation of professional secrecy (see judgment of 30 May 2006, *Bank Austria Creditansalt* v *Commission*, T-198/03, EU:T:2006:136) and for other reasons.

4. Fourth plea in law, alleging that the Commission infringed the principle governing the protection of the identity of individuals in respect of a former applicants' employee and persons in applicants' management, including the right to respect for private life protected by Article 8 of the European Convention on the Protection of Human Rights and Fundamental Freedoms and Article 7 of the Charter of Fundamental Rights of the European Union. The applicants claim that the Commission proposed to publish information that would or may reveal the identity of that former employee and the alleged state of mind of applicants' employees at the time.

([1]) Commission Decision C(2016) 8530 final of 7 December 2016 relating to a proceeding under Article 101 of the Treaty on the Functioning of the European Union and Article 53 of the EEA Agreement.

([2]) Decision 2011/695/EU of the President of the European Commission of 13 October 2011 on the function and terms of reference of the hearing officer in certain competition proceedings (OJ L 275, 20.10.2011, p. 29).

([3]) Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty (OJ L 1, 4.1.2003, p. 1).